

SUPERIOR COURT OF MERCED COUNTY
REQUEST FOR QUOTE – GOODS/SERVICE

Date Issued: **March 7, 2014**

Superior Court of California
County of Merced

Vendor:

Address:

627 W. 21st Street
Merced, CA 95340

Contact: Gus Solidum
Phone: 209-7254132 Fax: 2097254108
E-mail: gus.solidum@mercedcourt.org

Contact: _____
Phone: _____ Fax: _____
E-mail: _____

THIS IS NOT AN ORDER

Quote Due **Must use court's form via fax, e-mail or delivered at above address.**
Date and **Court must receive quote by: March 14, 2014 before 5:00 p.m.**
Time:

Features **VOIP phone systems upgrade. Winning bidder will be notified by 5:00 pm March 21, 2014.**
Required:

Terms and
Conditions

THE LEGISLATURE ENACTED THE CALIFORNIA JUDICIAL BRANCH CONTRACT LAW ON MARCH 24, 2011. TO COMPLY WITH THIS NEW LAW, AND THE JUDICIAL BRANCH CONTRACTING MANUAL ADOPTED PURSUANT TO THE LAW, JUDICIAL BRANCH CONTRACTS MUST CONTAIN CERTAIN CONTRACTUAL PROVISIONS. ACCORDINGLY, THIS MASTER AGREEMENT INCORPORATES THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHMENT AT [HTTP://WWW.COURTS.CA.GOV/DOCUMENTS/JBCM-IT-AGREEMENT.DOCX](http://WWW.COURTS.CA.GOV/DOCUMENTS/JBCM-IT-AGREEMENT.DOCX) ENTITLED "PURCHASE ORDER-IT GOODS: JUDICIAL BRANCH CONTRACT LAW ATTACHMENT" (ATTACHMENT), IN ADDITION TO ALL OTHER TERMS AND CONDITIONS PRINTED ON, OR ATTACHED TO, THIS MASTER AGREEMENT ("TERMS"). IF THERE IS A CONFLICT BETWEEN THE ATTACHMENT AND THE TERMS, THE TERMS SHALL PREVAIL.

Payment:

Please quote on the following items*:

Bid #	Quantity	Description	Unit Price	Total Cost
1	2	Cisco BE6000 UCS C220M3 MD Srv RST 10.x SW Hyp UPM VCS		
	2	Enable RAID 10 Setting		
	8	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted		
	4	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz		
	8	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v		
	2	Power Supply Blanking Panel/Filler		
	2	16GB SD Card Module for C220 servers		
	2	Config Only E-Delivery VCS Control PAK PID		
	2	Video Comm Server 10 Add Non-traversal Network Calls		
	2	License Key - VCS Encrypted Software Image		
	2	Enable GW Feature (H323-SIP)		
	2	Video Communication Server - 5 Traversal Calls		
	2	Cisco Prime Collaboration Provisioning for BE6K 9.0		
	2	650W Power Supply Unit For UCSC C220 Rack Server		
	2	MegaRAID 9271-8i + Battery Backup for C240 and C220		
	2	Cisco UC Virt. Hypervisor 5.x (2-socket)		
	2	Cisco UC Virt. Hypervisor 5.x – SnS		
	2	Power Cord 125VAC 13A NEMA 5-15 Plug North America		
	2	650W Power Supply Unit For UCSC C220 Rack Server		

		650W power supply for C-series rack servers		
2	2	24x7 UCS C220 SmartNet 3years		
3	1 230 1 1 1 1 1 1 20 1 1 1 1 100 1 1 1 1 1 1 1 1 1 1 230 230 1 230	Cisco Business Edition 6000 - Software Version 10.x Cisco Business Edition 6000 - Upgrade CM + Apps to CUWL BE Cisco Jabber for Mobile for Android IP Communicator 8.x for CUWL only Jabber for Mac 8.x for CUWL Only Jabber for Desktop 9.x for CUWL Only Cisco Jabber for iPad Unified Personal Communicator 8.x for CUWL only Cisco Mobile Voice Client for iPhone Cisco Web Communicator 2.x for CUWL - 1 Client Included CUCM IM and Presence for on-premise use Jabber for Everyone Additional IM Users Cisco Jabber for Mobile Android RTU BE6K 9.X PAK (UCM Unty Cn CUP) CIPC UWL Right to Use Certificate CUPC UWL PAK Jabber for iPad Right to Use Certificate Jabber for MAC Right to Use Certificate Jabber for Desktop Right to Use Certificate Jabber for Everyone Right to Use Cisco Mobile Voice RTU Cisco Web Communicator 2.x for CUWL – RTU BE6K UCM 10.X CUWL BE Users Unity Connection 10.x CUWL BE Users Cisco Business Edition 6000-Electronic SW Delivery-Top Level 3 years Cisco ESW and UCSS Maintenance		
4	1	Migration Services from UCS Version 6.x to 10.x. This includes existing extension #'s, Phone Tree, Voicemail, 911, SRST Router configurations, Testing, Go-live, IT Admin and user training, Video phone configuration, Documentations and Resumption planning. Configure User access and Judges auto forward. Existing phone models: Cisco 7940', 7960's, 7937's		
5	1	Recurring UCSS renewal – after 3 years		
6	2	Recurring Support & Maintenance – after 3 years		
7	11	Supervisors phone replacement, Cisco 7861		
8	21	Video phones- Judges(12), Managers(5), IT(4 units)		
9	1	IT Cisco mobile phone		

Other information:

We reserve the right to reject all bids. Respondents MUST USE this form – those that do not use it will not be considered. Please attach information regarding tentative service agreement with cost.

F.O.B.: Ground

EVALUATION CRITERIA

1. Price
2. Training

3. Delivery date

** Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.*

Vendor Signature: _____ Date: _____
Printed Name _____ Title: _____

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE

BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

WARRANTIES:

Seller warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Order; (iii) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller, (iv) comply with the requirements of this Order, (v) be in compliance with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

CHANGES

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS

Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

MATERIAL SAFETY DATA SHEETS

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

RISK OF LOSS

Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of this Order.

INSPECTION AND ACCEPTANCE

Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty (30) days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INVOICES, PAYMENT AND SETOFF

The Court shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the face of this Order. Payment is due 30 days from receipt of a correct invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

AUDIT RIGHTS

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

TERMINATION

The Court may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

INDEMNITY

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

INFRINGEMENT PROTECTION

Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

INSURANCE

Seller agrees, warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees performing this Order.

LEGAL COMPLIANCE

- (a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting goods and services under this Order.
- (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et. seq., which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS

Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agency of employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.